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16 ALICE SVENSON, individually and on behalf  
17 of all others similarly situated,  
18 Plaintiff,  
19 v.  
20 GOOGLE INC., a Delaware Corporation, and  
21 GOOGLE PAYMENT CORPORATION, a  
Delaware Corporation,  
22 Defendants.

Case No. CV-13-04080-BLF

STIPULATED PROTECTIVE ORDER FOR  
LITIGATION INVOLVING PATENTS,  
HIGHLY SENSITIVE CONFIDENTIAL  
INFORMATION AND/OR TRADE  
SECRETS

Judge: Hon. Beth Labson Freeman

[Re: Dkt. 81]

23  
24 1. PURPOSES AND LIMITATIONS

25 Disclosure and discovery activity in this action are likely to involve production of confidential,  
26 proprietary, or private information for which special protection from public disclosure and from use for  
27 any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby  
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1 stipulate to and petition the court to enter the following Stipulated Protective Order. The parties  
2 acknowledge that this Order does not confer blanket protections on all disclosures or responses to  
3 discovery and that the protection it affords from public disclosure and use extends only to the limited  
4 information or items that are entitled to confidential treatment under the applicable legal principles. The  
5 parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does  
6 not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures  
7 that must be followed and the standards that will be applied when a party seeks permission from the court  
8 to file material under seal.

9       2. **DEFINITIONS**

10       2.1     **Challenging Party:** a Party or Non-Party that challenges the designation of information or  
11 items under this Order.

12       2.2     **“CONFIDENTIAL” Information or Items:** information (regardless of how it is generated,  
13 stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure  
14 26(c) to the extent consistent with applicable law.

15       2.3     **Counsel (without qualifier):** Outside Counsel of Record and House Counsel (as well as  
16 their support staff).

17       2.4     **Designating Party:** a Party or Non-Party that designates information or items that it  
18 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY  
19 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

20       2.5     **Disclosure or Discovery Material:** all items or information, regardless of the medium or  
21 manner in which it is generated, stored, or maintained (including, among other things, testimony,  
22 transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in  
23 this matter.

24       2.6     **Expert:** a person with specialized knowledge or experience in a matter pertinent to the  
25 litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or as a  
26 consultant in this action, (2) is not a current employee of a Party or of a Party’s competitor, and (3) at the  
27 time of retention, is not anticipated to become an employee of a Party or of a Party’s competitor.

1           2.7       "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information or Items:  
2 extremely sensitive "Confidential Information or Items," disclosure of which to another Party or Non-  
3 Party would create a substantial risk of serious harm that could not be avoided by less restrictive means,  
4 including but not limited to: (i) marketing, financial, sales, web traffic, research and development, or  
5 technical, data or information; (ii) commercially sensitive competitive information, including, without  
6 limitation, information obtained from a nonparty pursuant to a current Nondisclosure Agreement  
7 ("NDA"), (iii) information or data relating to future products not yet commercially released and/or  
8 strategic plans; (iv) trade secret, or other confidential research and development information; and (v)  
9 commercial agreements, settlement agreements or settlement communications, the disclosure of which is  
10 likely to cause harm to the competitive position of the producing party, which is subject to protection  
11 under Federal Rule of Civil Procedure 26(c) to the extent consistent with applicable law.

12           2.8       House Counsel: attorneys who are employees of a party to this action. House Counsel  
13 does not include Outside Counsel of Record or any other outside counsel.

14           2.9       Non-Party: any natural person, partnership, corporation, association, or other legal entity  
15 not named as a Party to this action.

16           2.10      Outside Counsel of Record: attorneys who are not employees of a party to this action but  
17 are retained to represent or advise a party to this action and have appeared in this action on behalf of that  
18 party or are affiliated with a law firm which has appeared on behalf of that party.

19           2.11      Party: any party to this action, including all of its officers, directors, employees,  
20 consultants, retained experts, and Outside Counsel of Record, and their support staffs.

21           2.12      Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in  
22 this action.

23           2.13      Professional Vendors: persons or entities that provide litigation support services (e.g.,  
24 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or  
25 retrieving data in any form or medium) and their employees and subcontractors.

26           2.14      Protected Material: any Disclosure or Discovery Material produced or provided in this  
27 matter that is designated as "CONFIDENTIAL," or as "HIGHLY CONFIDENTIAL – ATTORNEYS'  
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1 EYES ONLY," including any information copied or extracted therefrom or otherwise reflecting the  
2 content of the Protected Material, in any form, which is otherwise not contained in other Disclosures or  
3 Discovery Materials that have not been designated as "CONFIDENTIAL" or as "HIGHLY  
4 CONFIDENTIAL – ATTORNEYS' EYES ONLY".

5       2.15    Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing  
6 Party.

7       3.       SCOPE

8           The protections conferred by this Stipulation and Order cover not only Protected Material (as  
9 defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies,  
10 excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or  
11 presentations by Parties or their Counsel that might reveal Protected Material. However, the protections  
12 conferred by this Stipulation and Order do not cover the following information: (a) any information that is  
13 in the public domain at the time of disclosure to a Receiving Party or becomes part of the public domain  
14 after its disclosure to a Receiving Party as a result of publication not involving a violation of this Order,  
15 including

16 becoming part of the public record through trial or otherwise; and (b) any information known to the  
17 Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a  
18 source who obtained the information lawfully and under no obligation of confidentiality to the Designating  
19 Party. Any use of Protected Material at trial shall be governed by a separate agreement or order.

20       4.       DURATION

21           Even after final disposition of this litigation, the confidentiality obligations imposed by this Order  
22 shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise  
23 directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this  
24 action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all  
25 appeals, rehearings, remands, trials, or reviews of this action, including the time limits for filing any  
26 motions or applications for extension of time pursuant to applicable law. For a period of six months after  
27 final disposition, the Court will retain jurisdiction to enforce the terms of this order.

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1       5.     DESIGNATING PROTECTED MATERIAL

2       5.1     Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-  
3     Party that designates information or items for protection under this Order must take care to limit any such  
4     designation to specific material that qualifies under the appropriate standards. To the extent it is practical  
5     to do so, the Designating Party must designate for protection only those parts of material, documents,  
6     items, or oral or written communications that qualify – so that other portions of the material, documents,  
7     items, or communications for which protection is not warranted are not swept unjustifiably within the  
8     ambit of this Order.

9              Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be  
10    clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or  
11    retard the case development process or to impose unnecessary expenses and burdens on other parties)  
12    expose the Designating Party to sanctions.

13          If it comes to a Designating Party's attention that information or items that it designated for  
14    protection do not qualify for protection at all or do not qualify for the level of protection initially asserted,  
15    that Designating Party must promptly notify all other parties that it is withdrawing the mistaken  
16    designation.

17       5.2     Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g.,  
18    second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery  
19    Material that qualifies for protection under this Order must be clearly so designated before the material is  
20    disclosed or produced.

21              Designation in conformity with this Order requires:

22              (a) for information in documentary form (e.g., paper or electronic documents, but excluding  
23    transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the legend  
24    “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each page that  
25    contains protected material. If only a portion or portions of the material on a page qualifies for protection,  
26    the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
27    markings in the margins) and must specify, for each portion, the level of protection being asserted.

1           A Party or Non-Party that makes original documents or materials available for inspection need not  
2 designate them for protection until after the inspecting Party has indicated which material it would like  
3 copied and produced. During the inspection and before the designation, all of the material made available  
4 for inspection shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the  
5 inspecting Party has identified the documents it wants copied and produced, the Producing Party must  
6 determine which documents, or portions thereof, qualify for protection under this Order. Then, before  
7 producing the specified documents, the Producing Party must affix the appropriate legend  
8 (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) to each page that  
9 contains Protected Material. If only a portion or portions of the material on a page qualifies for protection,  
10 the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
11 markings in the margins) and must specify, for each portion, the level of protection being asserted.

12           (b) for testimony given in deposition or in other pretrial or trial proceedings, that the Designating  
13 Party identify on the record, before the close of the deposition, hearing, or other proceeding, all protected  
14 testimony and specify the level of protection being asserted. When it is impractical to identify separately  
15 each portion of testimony that is entitled to protection and it appears that substantial portions of the  
16 testimony may qualify for protection, the Designating Party may invoke on the record (before the  
17 deposition, hearing, or other proceeding is concluded) a right to have up to 21 days after receipt of the  
18 final certified transcript, to identify the specific portions of the testimony as to which protection is sought  
19 and to specify the level of protection being asserted. Only those portions of the testimony that are  
20 appropriately designated for protection within the 21 days shall be covered by the provisions of this  
21 Stipulated Protective Order. Alternatively, a Designating Party may specify, at the deposition or up to 21  
22 days after receipt of the final certified transcript, if that period is properly invoked, that the entire transcript  
23 shall be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

24           Parties shall give the other parties notice if they reasonably expect a deposition, hearing or other  
25 proceeding to include Protected Material so that the other parties can ensure that only authorized  
26 individuals who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present  
27 at those proceedings. The use of a document as an exhibit at a deposition shall not in any way affect its  
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1 designation as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."

2 Transcripts containing Protected Material shall have an obvious legend on the title page that the  
 3 transcript contains Protected Material, and the title page shall be followed by a list of all pages (including  
 4 line numbers as appropriate) that have been designated as Protected Material and the level of protection  
 5 being asserted by the Designating Party. The Designating Party shall inform the court reporter of these  
 6 requirements. If the Designating Party invokes its right, on the record (before the deposition, hearing, or  
 7 other proceeding is concluded), to have up to 21 days after receipt of the final certified transcript, to  
 8 identify the specific portions of the testimony as to which protection is sought, prior to the expiration of  
 9 the 21-day period for designation, the entire transcript shall be treated as if it had been designated  
 10 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" in its entirety unless otherwise agreed.  
 11 After the expiration of that period, the transcript shall be treated only as actually designated.

12 (c) for information produced in some form other than documentary and for any other tangible  
 13 items, that the Producing Party affix in a prominent place on the exterior of the container or containers in  
 14 which the information or item is stored the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –  
 15 ATTORNEYS' EYES ONLY." If only a portion or portions of the information or item warrant  
 16 protection, the Producing Party, to the extent practicable, shall identify the protected portion(s) and specify  
 17 the level of protection being asserted.

18       5.3     Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to properly  
 19 designate qualified information or items does not waive the Designating Party's right to secure protection  
 20 under this Order for such material. Within a reasonable time after discovering an inadvertent failure to  
 21 properly designate qualified information or items, the Designating Party shall provide written notice to the  
 22 Receiving Party, and shall furnish the Receiving Party with replacement pages with the appropriate  
 23 designation(s). Upon timely correction of a designation, the Receiving Party must make reasonable efforts  
 24 to assure that the material is treated in accordance with the provisions of this Order, and shall return or  
 25 destroy the improperly designated material.

26       6.     CHALLENGING CONFIDENTIALITY DESIGNATIONS

27       6.1     Timing of Challenges. Any Party or Non-Party may challenge a designation of

1 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality designation  
2 is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant  
3 disruption or delay of the litigation, a Party does not waive its right to challenge a confidentiality  
4 designation by electing not to mount a challenge promptly after the original designation is disclosed.

5       6.2     Meet and Confer. The Challenging Party shall initiate the dispute resolution process by  
6 providing written notice of each designation it is challenging and describing the basis for each challenge.  
7 To avoid ambiguity as to whether a challenge has been made, the written notice must recite that the  
8 challenge to confidentiality is being made in accordance with this specific paragraph of the Protective  
9 Order. The parties shall attempt to resolve each challenge in good faith and must begin the process by  
10 conferring directly (in voice to voice dialogue; other forms of communication are not sufficient) within 14  
11 days of the date of service of notice. In conferring, the Challenging Party must explain the basis for its  
12 belief that the confidentiality designation was not proper and must give the Designating Party an  
13 opportunity to review the designated material, to reconsider the circumstances, and, if no change in  
14 designation is offered, to explain the basis for the chosen designation. A Challenging Party may proceed to  
15 the next stage of the challenge process only if it has engaged in this meet and confer process first or  
16 establishes that the Designating Party is unwilling to participate in the meet and confer process in a timely  
17 manner.

18       6.3     Judicial Intervention. If the Parties cannot resolve a challenge without court intervention,  
19 they shall comply with the undersigned's Standing Order re Civil Discovery Disputes ("Standing Order")  
20 as well as with Civil Local Rule 79-5, if applicable. In each Discovery Dispute Joint Report ("DDJR"),  
21 the parties must attest that they have complied with the meet and confer requirements imposed in the  
22 preceding paragraph. Failure by the Designating Party to seek court intervention within the time period set  
23 out in the Standing Order, Section D shall automatically waive the confidentiality designation for each  
24 challenged designation. In addition, the Challenging Party may seek relief with respect to a confidentiality  
25 designation at any time if there is good cause for doing so, including a challenge to the designation of a  
26 deposition transcript or any portions thereof. In any DDJR brought pursuant to this provision the parties  
27 must attest that they have complied with the meet and confer requirements imposed by the preceding  
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1 paragraph.

2       The burden of persuasion in any such challenge proceeding shall be on the Designating Party.  
3 Frivolous challenges and those made for an improper purpose (e.g., to harass or impose unnecessary  
4 expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the  
5 Designating Party has waived the confidentiality designation by failing to seek relief to retain  
6 confidentiality as described above, all parties shall continue to afford the material in question the level of  
7 protection to which it is entitled under the Producing Party's designation until the court rules on the  
8 challenge.

9       7. ACCESS TO AND USE OF PROTECTED MATERIAL

10       7.1     Basic Principles. A Receiving Party may use Protected Material that is disclosed or  
11 produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending,  
12 or attempting to settle this litigation. Such Protected Material may be disclosed only to the categories of  
13 persons and under the conditions described in this Order. When the litigation has been terminated, a  
14 Receiving Party must comply with the provisions of section 15 below (FINAL DISPOSITION).

15       Protected Material must be stored and maintained by a Receiving Party at a location and in a  
16 secure manner that ensures that access is limited to the persons authorized under this Order.

17       7.2     Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the  
18 court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or  
19 item designated “CONFIDENTIAL” only to:

20           (a) the Receiving Party’s Outside Counsel of Record in this action (including support personnel),  
21 as well as independent contractors retained by said Outside Counsel of Record to whom it is reasonably  
22 necessary to disclose the information for this litigation and who have signed the “Acknowledgment and  
23 Agreement to Be Bound” that is attached hereto as Exhibit A;

24           (b) the officers, directors, and employees (including House Counsel) of the Receiving Party, or to  
25 the Receiving Party where the Receiving Party is an individual, to whom disclosure is reasonably  
26 necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound”  
27 (Exhibit A);

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(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court, its personnel, and the jury;

(e) court reporters and their staff, professional jury or trial consultants, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order.

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

(h) any mediators or arbitrators and their respective personnel.

(i) any other person with the prior written consent of the Designating Party.

## 7.3 Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information

or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

(a) the Receiving Party's Outside Counsel of Record in this action (including support personnel), as well as independent contractors retained by said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A;

(b) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for this litigation, (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), and (3)

1 as to whom the procedures set forth in paragraph 7.4(a)(2), below, have been followed];  
 2                 (c) the court, its personnel, and the jury;  
 3                 (d) court reporters and their staff, professional jury or trial consultants, and Professional Vendors  
 4 to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment  
 5 and Agreement to Be Bound” (Exhibit A);  
 6                 (e) the author or recipient of a document containing the information or a custodian or other person  
 7 who otherwise possessed or knew the information;  
 8                 (f) any mediators or arbitrators and their respective personnel; and  
 9                 (g) any other person with the prior written consent of the Designating Party.

10                 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY CONFIDENTIAL –  
 11 ATTORNEYS’ EYES ONLY” Information or Items to Experts.

12                 (a) Unless otherwise ordered by the court or agreed to in writing by the Designating Party, a Party  
 13 that seeks to disclose to an Expert (as defined in this Order) any information or item that has been  
 14 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(b)  
 15 first must make a written request to the Designating Party that (1) identifies the general categories of  
 16 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information that the Receiving Party  
 17 seeks permission to disclose to the Expert, (2) sets forth the full name of the Expert and the city and state  
 18 of his or her primary residence, (3) attaches a copy of the Expert’s current resume, (4) identifies the  
 19 Expert’s current employer(s), and (5) identifies each person or entity from whom the Expert has received  
 20 compensation or funding for work in his or her areas of expertise or to whom the expert has provided  
 21 professional services, including in connection with a litigation, at any time during the preceding four  
 22 years,<sup>1</sup> and (6) identifies (by name and number of the case, filing date, and location of court) any litigation  
 23 in connection with which the Expert has offered expert testimony, including through a declaration, report,  
 24 or testimony at a deposition or trial, during the preceding four years.

25                 (b) A Party that makes a request and provides the information specified in the preceding respective

27                 <sup>1</sup> If the Expert believes any of this information is subject to a confidentiality obligation to a third-party, then the Expert should  
 28 provide whatever information the Expert believes can be disclosed without violating any confidentiality agreements, and the Party  
 seeking to disclose to the Expert shall be available to meet and confer with the Designating Party regarding any such engagement.

1 paragraphs may disclose the subject Protected Material to the identified Expert unless, within 14 days of  
2 delivering the request, the Party receives a written objection from the Designating Party. Any such  
3 objection must set forth in detail the grounds on which it is based.

4 (c) A Party that receives a timely written objection must meet and confer with the Designating  
5 Party (through direct voice to voice dialogue) to try to resolve the matter by agreement within seven days  
6 of the written objection. If no agreement is reached, the parties may seek judicial relief pursuant to the  
7 Standing Order (and in compliance with Civil Local Rule 79-5, if applicable) seeking relief to do so. Any  
8 DDJR must describe the circumstances with specificity, set forth in detail the reasons why the disclosure  
9 to the Expert is reasonably necessary, assess the risk of harm that the disclosure would entail, and suggest  
10 any additional means that could be used to reduce that risk. In addition, any such DDJR must describe the  
11 parties' efforts to resolve the matter by agreement (i.e., the extent and the content of the meet and confer  
12 discussions) and set forth the reasons advanced by the Designating Party for its refusal to approve the  
13 disclosure.

14 In any such proceeding, the Party opposing disclosure to the Expert shall bear the burden of  
15 proving that the risk of harm that the disclosure would entail (under the safeguards proposed) outweighs  
16 the Receiving Party's need to disclose the Protected Material to its Expert.

17 8. **PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER**  
18 **LITIGATION**

19 If a Party is served with a subpoena or a court order issued in other litigation that compels  
20 disclosure of any information or items designated in this action as "CONFIDENTIAL" or "HIGHLY  
21 CONFIDENTIAL – ATTORNEYS' EYES ONLY" that Party must:

22 (a) promptly notify in writing the Designating Party. Such notification shall include a copy of the  
23 subpoena or court order;

24 (b) promptly notify in writing the party who caused the subpoena or order to issue in the other  
25 litigation that some or all of the material covered by the subpoena or order is subject to this Protective  
26 Order. Such notification shall include a copy of this Stipulated Protective Order; and

27 (c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating  
28 Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material – and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

9. [A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION](#)

(a) The terms of this Order are applicable to information produced by a Non-Party in this action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

1. promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

2. promptly provide the Non-Party with a copy of the Stipulated Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the information requested; and

3. make the information requested available for inspection by the Non-Party.

(c) If the Non-Party fails to object or seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party’s confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order

1 to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its  
2 Protected Material.

3 10. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

4 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected  
5 Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the  
6 Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized  
7 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform  
8 the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d)  
9 request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is  
10 attached hereto as Exhibit A. Nothing in this paragraph shall be construed to limit a Designating Party’s  
11 rights or remedies relating to the unauthorized disclosure of its Protected Material, or any injury resulting  
12 therefrom.

13 11. **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED**  
14 **MATERIAL**

15 When a Producing Party gives notice to Receiving Parties that certain inadvertently produced  
16 material is subject to a claim of privilege or other protection, including the attorney-client privilege, the  
17 work product immunity, the common interest doctrine, or other privilege, doctrine, right or immunity  
18 (collectively, “Privilege”), the obligations of the Receiving Parties are those set forth in Federal Rule of  
19 Civil Procedure 26(b)(5)(B). Neither the inadvertent production of material that is subject to a claim of  
20 Privilege, or the failure to promptly notify the Receiving Party of such claim, shall prejudice or otherwise  
21 constitute a waiver or estoppel of any such Privilege. This provision is not intended to modify whatever  
22 procedure may be established in an e-discovery order that provides for production without prior privilege  
23 review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on  
24 the effect of disclosure of a communication or information covered by the attorney-client privilege or work  
25 product protection, the parties may incorporate their agreement in the stipulated protective order submitted  
26 to the court.

27 12. **MISCELLANEOUS**

28 12.1 **Right to Further Relief.** Nothing in this Order abridges the right of any person to seek its

1 modification by the court in the future.

2       12.2    Right to Assert Other Objections. By stipulating to the entry of this Protective Order no  
3 Party waives any right it otherwise would have to object to disclosing or producing any information or  
4 item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right  
5 to object on any ground to use in evidence of any of the material covered by this Protective Order.

6       12.3    Filing Protected Material. Without written permission from the Designating Party or a  
7 court order secured after appropriate notice to all interested persons, a Party may not file in the public  
8 record in this action any Protected Material. A Party that seeks to file under seal any Protected Material  
9 must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a  
10 court order authorizing the sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule  
11 79-5, a sealing order will issue only upon a request establishing that the Protected Material at issue is  
12 privileged, protectable as a trade secret, or otherwise entitled to protection under the law. If a Receiving  
13 Party's request to file Protected Material under seal pursuant to Civil Local Rule 79-5(e) is denied by the  
14 court, then the Receiving Party may file the Protected Material in the public record pursuant to Civil Local  
15 Rule 79-5(e)(2) unless otherwise instructed by the court. A Receiving Party seeking to use Protected  
16 Material at a public hearing shall give the Producing Party at least two (2) days' notice prior to the hearing  
17 to allow the Receiving Party to request that the courtroom be sealed or take other steps to maintain the  
18 confidentiality of the Protected Material.

19       15.      FINAL DISPOSITION

20           Within 60 days after the final disposition of this action, as defined in paragraph 4, each  
21 Receiving Party must, at the option of the Producing Party, either return all Protected Material to the  
22 Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all  
23 copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the  
24 Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must  
25 submit a written certification to the Producing Party (and, if not the same person or entity, to the  
26 Designating Party) by the 60-day deadline that (1) identifies (by category, where appropriate) all the  
27 Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained  
28

1 any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the  
2 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all  
3 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,  
4 deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work  
5 product, even if such materials contain Protected Material. Any such archival copies that contain or  
6 constitute Protected Material remain subject to this Protective Order as set forth in Section 4  
7 (DURATION).

8 16. All disclosure and discovery disputes are subject to the Standing Order.

9 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

10

11 DATED: August 5, 2014

**PROGRESSIVE LAW GROUP**

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By: /s/ Mark Bulgarelli

Mark Bulgarelli (pro hac vice)  
markb@progressivelaw.com

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Attorneys for Plaintiff  
Alice Svenson

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DATED: August 5, 2014

**PERKINS COIE LLP**

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18

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Google Inc. and Google Payment Corporation

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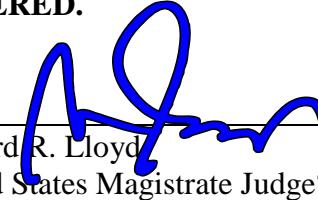
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23

PURSUANT TO STIPULATION, IT IS SO ORDERED.

24

DATED: August 6, 2014

  
Howard R. Lloyd  
United States Magistrate Judge

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27

28

EXHIBIT A

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or  
4 type full address], declare under penalty of perjury that I have read in its entirety and understand the  
5 Stipulated Protective Order that was issued by the United States District Court for the Northern District of  
6 California on [date] in the case of *Alice Svenson v. Google Inc. and Google Payment Corporation*, Case  
7 No. CV-13-04080-EJD . I agree to comply with and to be bound by all the terms of this Stipulated  
8 Protective Order and I understand and acknowledge that non-inadvertent failure to so comply could  
9 expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not  
10 disclose in any manner any information or item that is subject to this Stipulated Protective Order to any  
11 person or entity except in strict compliance with the provisions of this Order.

12 I further agree to submit to the jurisdiction of the United States District Court for the Northern  
13 District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if  
14 such enforcement proceedings occur after termination of this action.

16 || Date:

17 City and State where sworn and signed: \_\_\_\_\_

18 Printed name: \_\_\_\_\_  
[printed name]

20 Signature: \_\_\_\_\_  
[signature]